
CONTRACT



STATE OF DELAWARE
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
P.O. Box 818
DOVER, DELAWARE 19903

CONTRACT NUMBER SHS-12-006-SchoolPlan
Title: Development of Web-Based Planning Tool to Facilitate
Comprehensive School Safety Plans

THIS AGREEMENT, made and executed in triplicate, shall be effective this 14th day of, March, 2013.

BY AND BETWEEN SafePlans, LLC

(hereinafter designated as "Contractor"), party of the first part, and the Department of Safety and Homeland Security, created under the laws of the State of Delaware (hereinafter designated as DSHS), party of the second part.

WITNESSETH that the "Contractor" in consideration of the covenants and agreements herein contained and made by DSHS, agrees with said DSHS as follows:

ARTICLE ONE: The "Contractor" shall provide and furnish all supplies, materiel, machinery, implements, appliances, and tools and perform the work and labor required to complete the contract requirements. The scope of work set forth in the Proposal and Specifications is incorporated herein by reference in its entirety and forms an integral part of this contract.

ARTICLE TWO: It is understood and agreed by and between the parties hereto that all items and/or work included in this contract is to be done under the direction of the said Cabinet Secretary and that the Cabinet Secretary decision as to the meaning of the said proposal, and specifications shall be final.

It is understood and agreed by and between the parties hereto that such additional specifications as may be necessary to illustrate the items to be furnished or work to be done are to be submitted by said Contractor and they agree to conform to and abide by the same so far as it may be consistent with the purpose and intent of the original Proposal and Specification referred to in Article One.

ARTICLE THREE: If the work to be done under this contract shall be abandoned, or if the contract, or any part thereof shall be subcontracted without the previous written consent of DSHS, or if the contract shall be assigned by the "Contractor" otherwise than as herein specified, or if at any time the Cabinet Secretary shall be of the opinion and shall certify in writing to DSHS that the work, or any part thereof, is unnecessarily or unreasonably delayed or that the "Contractor" has violated any provision of this contract or that the "Contractor" fails to provide all supplies, materiel, machinery, implements, appliances and tools or fails to perform the work and labor as set forth in the proposal and specifications, in whole or in part, DSHS may notify the "Contractor" to discontinue all work or any part thereof; and thereupon the "Contractor" shall discontinue such work or such part thereof as DSHS may designate and DSHS may thereupon, by a contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof, to the "Contractor".

All costs and charges that may be incurred under this Article or any damages that should be borne by the "Contractor" shall be withheld or deducted from any moneys then due, or to become due to the "Contractor" under this contract, or any part thereof; and in such accounting DSHS shall not be held to obtain the lowest cost for the work or completing the contract or any part thereof, but all sums actually paid therefore shall be charged to the "Contractor". In case the costs and charges incurred are less than the sum which would have been payable under the contract if the same had been completed by the "Contractor", the "Contractor" shall not be entitled to receive the difference and in case such costs and charges shall exceed the said sum, the "Contractor" shall pay the amount of excess to DSHS for the completion of the work.

ARTICLE FOUR: It is further mutually agreed between the parties hereto that no payment made under this contract shall be conclusive evidence of the performance of this contract either wholly or in part and that no payment shall be construed to be an acceptance of defective work.

IN WITNESS WHEREOF: the said parties to these presents have duly executed this agreement in triplicate the day and year written below:

**SIGNED, SEALED AND DELIVERED IN
IN THE PRESENCE OF**

SafePlans, LLC

Name of Contractor

Witness

By: _____

Title: _____

Seal

KELLI KLOEPPPEL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Osage
My Commission Expires 1/08/2017
Commission # 10016898

In the case of a corporation, firm, or partnership, this contract must be signed by the appropriate officials of such corporation, firm or partnership and their corporate seal must be affixed hereto.

DEPARTMENT OF SAFETY AND HOMELAND SECURITY

ATTEST:

Cabinet Secretary

SEAL

STEPHANIE YOUNG
Notary Public, State of Delaware
My Commission Expires Upon Office

Lewis Schiliro